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5 UNITED STATES DISTRICT COURT  
6 WESTERN DISTRICT OF WASHINGTON  
7 AT SEATTLE

8 RYAN HOUSE,

9 Plaintiff,

10 v.

11 RYAN'S HOUSE FOR YOUTH,

12 Defendant.  
13

No. C16-1404RSL

ORDER DENYING MOTION TO  
ENFORCE SETTLEMENT

14 This trademark litigation was resolved by a settlement agreement and stipulation of  
15 dismissal in July 2017. Dkt. # 39. In the settlement agreement, the parties agreed that “[t]he U.S.  
16 District Court for the Western District of Washington will retain jurisdiction to enforce  
17 compliance with this Agreement.” Dkt. # 39 at 6. A corresponding statement was included in the  
18 stipulation dismissing the case. Dkt. # 39 at 1. The Court did not, however, enter an order of  
19 dismissal or otherwise incorporate the settlement terms or the retention of jurisdiction into an  
20 order.

21 On December 8, 2017, plaintiff filed a “Motion to Enforce Settlement Agreement,”  
22 asserting that defendant had failed to remove an infringing reference from its website after  
23 numerous notifications. Dkt. # 40 (replaced by Dkt. # 43-1). Despite the parties’ manifest  
24 intention to have this dispute resolved in federal court, the Court lacks subject matter  
25 jurisdiction.  
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1 Federal courts “have no inherent power to enforce settlement agreements entered  
2 into by parties litigating before them.” Arata v. Nu Skin Int’l, Inc., 96 F.3d 1265,  
3 1268 (9th Cir.1996) (citing Kokkonen [v. Guardian Life Ins. Co. of Am.], 511 U.S.  
4 375, 378 (1994).] Rather, courts have ancillary jurisdiction to enforce a settlement  
5 agreement only “if the parties’ obligation to comply with the terms of the  
6 settlement agreement *ha[s] been made part of the order of dismissal . . . .*”  
7 Kokkonen, 511 U.S. at 381 . . . . In the event the settlement agreement is breached,  
8 the court would have *ancillary jurisdiction that arises from breach of the court's*  
9 *dismissal order. Id.* . . . .

10 K.C. ex rel. Erica C. v. Torlakson, 762 F.3d 963, 967 (9th Cir. 2014) (emphasis added). In this  
11 case there is no court order to enforce, and the parties cannot create subject matter jurisdiction  
12 by consent. Mitchell v. Maurer, 293 U.S. 237, 244 (1934) (“lack of federal jurisdiction cannot be  
13 waived or be overcome by an agreement of the parties.”).

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15 Plaintiff’s motion to enforce the settlement agreement is therefore DENIED because the  
16 Court lacks the power to hear this dispute.

17 Dated this 2nd day of February, 2018.

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19 Robert S. Lasnik  
20 United States District Judge  
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